

AGREEMENT

Between

THE CITY OF ABSECON

And

GOVERNMENT WORKERS UNION

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JANUARY 1, 2009 – DECEMBER 31, 2011

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## PREAMBLE

A. This Agreement is made on the 07<sup>th</sup> day of Jan, between the City of Abseeon, (hereinafter referred to as Employer) and the Government Workers Union (hereinafter referred to as Union).

B. This Agreement has as its purpose the following objectives:

1. To achieve and thereafter maintain a harmonious relationship characterized by mutual respect and cooperation.
2. The establishment of an equitable, peaceful and fair procedure for the resolution differences.
3. The establishment of negotiated rates of pay, hours of work and terms and conditions of employment.

C. The Employer and Union enter into this Agreement with the expectation that its implementations will enhance the responsibility of the Employer to provide the highest quality of service to its residents.

D. The parties recognize and endorse the responsibility of the Employer to provide the highest quality of service to its residents.

E. The Employer and the Union have entered into collective negotiations and mutually agree to as follows:

**FINAL**

## ARTICLE I

### RECOGNITION AND DEFINITION OF TERMS

A. The Employer recognizes the Union as the sole and exclusive agent and representative for each full time and regular part time employees in the following titles:

1. Custodian and white collar employees including telecommunicators/dispatchers, supervising telecommunicator, records clerks in Police Department, Deputy Tax Collector, assistant in construction office, sewer clerk in tax office, deputy court administrator and deputy tax assessor. Specifically excluded are managerial executives, confidential employees, professionals, police, supervisors, casual employees, including telecommunicators/dispatchers and all other personnel not specifically included above, including organized and unorganized employees.

B. The Employer and its agents further agree not to bargain with, or enter into agreements of any kind with individual employees, groups of employees or any other bargaining unit regarding employees covered by this Agreement as indicated in section A (1) above.

C. Whenever the word "Employee" is used in this Agreement, it shall be deemed to mean the employees in the bargaining unit covered by this Agreement, as defined in this Article.

D. The employer and the Union recognize the rights and obligations of the parties to negotiate rates of pay, hours of work and all other terms and conditions of employment and to administer this Agreement on behalf of covered employees, and that such administration shall be free from discrimination and apply equally to all employees in the bargaining unit and without regard to membership or choice of non-membership in the Union.

E. DEFINITION OF TERMS:

1. Unless otherwise indicated to the contrary, the following terms, when used herein, shall be defined as follows:

- a. Employees- refers to workers in a job title included the bargaining unit as described in Article I, section A (1) above.
- b. Union- refers to the Government Workers Union.
- c. Employer- refers to the City of Absecon, Atlantic County, New Jersey.

- d. Emergency- refers to a sudden and generally unexpected occurrence demanding immediate action, or other abnormal conditions including severe weather conditions.
- e. Full-Time- refers to regular employment of thirty-five (35) hours per week or more.

F. All benefits of this Agreement shall apply to full-time employees only, unless specifically made applicable to part-time employees (those working less than thirty-five (35) hours per week on a regular basis.)

**FINAL**

## ARTICLE II

### TERMS OF AGREEMENT

This Agreement shall be effective as of January 1, 2009 and remain in full force and effect through December 31, 2011. This Agreement shall continue in full force and effect from year to year thereafter, unless one party of the other gives notice, in writing, no sooner than one hundred fifty (150) days nor later than ninety (90) days prior to the expiration date of this Agreement, of a desire to change, modify or terminate this Agreement.

**FINAL**

ARTICLE III

PROBATIONARY PERIOD

**FINAL**

- A. During the first six (6) months of continuous employment, an employee shall be considered a probationary employee and the employer may terminate his or her employment within that time without challenge by either the employee or Union, and without resorting to any grievance procedures or other hearing procedure.
- B. After three (3) months of continued employment, an employee shall be entitled to all rights and benefits of this Agreement, which do not conflict with Section A. above.

## ARTICLE IV

### DUES CHECK-OFF AND REPRESENTATIVE FEE

A. The Employer agrees to deduct Union dues from the salaries of bargaining unit employees subject to this Agreement.

B. Membership dues deduction shall be made for each employee who request, in writing, that such deduction be made. Members shall be eligible to withdraw such authority during January and July of each year as prescribed by law.

C. The Employer shall deduct from the pay of each employee subject to this Agreement who does not submit a written authorization for membership dues deduction, a representation fee in lieu of dues equivalent to eight-five (85%) percent of the regular monthly membership dues, in accordance with P.L. 1979, Chapter 477 (as it relates to the Agency Shop provisions) for covered periods of employment.

D. All deductions under this Article shall commence ninety (90) days after the employee's date of hire.

E. The Employer shall be relieved from making such "check-off" deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the check-off authorization in accordance with its terms and with applicable law. Notwithstanding the foregoing, upon the return of an employee to work from any of the foregoing enumerated absences, the Employer will resume the obligation of making said deductions in accordance with paragraphs above.

F. All deductions under this Article shall be made, together with a list of names from whom deductions were made, on the first pay of each month and remitted within twenty-one (21) days to the Union office c/o Secretary/Treasurer, Government Workers Union, P.O. Box 664, Hammonton, New Jersey, 08037.

G. The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon this Article. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article. Once the funds are remitted to the Union, their disposition shall be the sole and exclusive obligation and responsibility of the Union.

H. The Employer shall not be obliged to make dues deductions of any kind from any Employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deduction.

**FINAL**

## ARTICLE V

### NON-DISCRIMINATION

Neither the Employer nor the Union shall discriminate against any Employee, because of race, creed, religion, color, age, sex, sexual preference, national origin or handicap, all as defined by the New Jersey law Against Discrimination.

**FINAL**

## ARTICLE VI

### UNION RIGHTS

- A. Upon prior notice, Agents of the Union who are or are not employees of the employers shall be permitted to visit job sites and work locations for the purposes of Union business so long as such visitations do not substantially interfere with the general operation of the Employer. Such approvals shall not be unreasonably denied.
- B. Agents of the Union shall have access to such Employee records as entitled to under law, upon prior written notice.
- C. The Union shall furnish the name(s) of all such agents to the Employer.
- D. The Union shall have the right to post notices on bulletin boards available for general purposes and/or those used to post notices to employees.
- E. The Union has the right to designate employees of the employer as official Union representatives and specify their respective Union responsibilities.
- F. The Employer will allow the Union use of meeting facilities, subject to availability, with prior approval.
- G. The Shop Steward shall not leave his or her job without permission of his or her Supervisor, and shall not contact another employee on Union business without prior permission of that employee's Supervisor and his or her own. Such permission will not be unreasonably withheld.
- H. Under no conditions shall the Shop Steward interfere with the performance of the work of others.
- I. The Shop Steward has no authority to give orders regarding work to any person employed by the employer, by virtue of his or her position as Shop Steward.
- J. Absolutely no Union business may be conducted during the hours an employee is working, without express permission as outlined in paragraph G.

**FINAL**

## ARTICLE VII

### MANAGEMENT RIGHTS

A. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it prior to and after the signing of this Agreement, including but without limiting the generality of the foregoing the following rights:

1. The executive management and administrative control of the Employer and its properties and facilities, and the on-the-job activities of its employees;
2. To hire all employees and to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action as necessary;
4. To establish a code of rules and regulations of the Employer for its own operation;
5. To make all decisions relating to the performance of the Employer's operations and maintenance activities, including but not limited to the methods, means, processes, materials, procedures and employees to be utilized;
6. To establish any new job qualifications, classification and content;
7. To establish, change, or combine and schedule the working hours of employees;
8. To change the job descriptions, assignments and duties of any classification;
9. To determine the work performance levels and standards of performance of the employees;
10. To take any actions considered necessary to establish and maintain efficiency and cost effective operations and maintenance including, but not limited to making layoffs;
11. To assign work as it determines will benefit the Employer and/or the clients its services;

**FINAL**

12. To utilize the services of a contractor when, in the sole judgment of the employer, such services would be more efficient;

B. The exercise of the foregoing powers, rights, authority, duties or other responsibilities of the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express terms of this Agreement.

C. Nothing contained herein shall be construed to deny or restrict the employer in this exclusive right to administer itself and control the work of its personnel, nor to deny or restrict the employer in any of its rights, responsibilities and authority under any national or state laws or local ordinances.

D. The failure to exercise any of the foregoing rights, or any right deemed to be a management right by tradition, by agreement, by mutual acceptance, or by practice, shall not be deemed to be a waiver thereof. Any action taken by the Employer not specifically prohibited by this Agreement shall be deemed a management right, and shall be considered such as it fully set forth herein.

**FINAL**

ARTICLE VIII

RULES AND REGULATIONS

~~FINAL~~

New or revised Policies, Procedures or Regulations involving terms and conditions of employment shall be provided to the Union office after promulgation.

## ARTICLE IX

### SENIORITY

- A. Seniority shall be defined as the length of full-time service with the Employer.
- B. In all cases or vacation leave, choice of shift and days off, employees with the most amount of seniority will be given preference provided the employee has the ability to perform the work involved in accordance with the Employer's assessment of such ability.
- C. The following shall constitute a break in service: resignation, separation for just cause, retirement, absence without leave for five (5) consecutive working days, failure to report to work or acceptance of other employment while on leave.
- D. The Employer shall maintain a current seniority list.
- E. Any reduction in force will be handled in accordance with the Article entitled "layoff procedures".

**FINAL**

## ARTICLE X

### HOURS OF WORK AND OVERTIME

A. The normal workweek for all full-time staff shall be five (5) consecutive days. Specific schedules and hours shall be as scheduled by the Employer from time to time.

B. The normal work day for full-time staff shall be eight (8) hours. Specific schedules and hours shall be as scheduled by the Employer from time to time.

C. Overtime at time and one-half (1-1/2) the base rate shall be provided only for authorized work in excess of forty (40) hours worked per week.

D. Any time not properly recorded shall be considered as time not worked.

E. All employees must work overtime when requested by the Employer.

F. No shift changes shall be permitted without permission of the Employer.

G. Nothing herein shall guarantee employees any minimum work day or work week.

H. The Union acknowledges that the Employer has the sole right to schedule, reschedule, and change schedules, working hours and shifts in accordance with its needs and proper notice to the Employees and the Union.

I. In the event unscheduled overtime is necessary, employees shall be called by a rotational list as setup by the Employer. The Employer shall designate the call-in procedure in its discretion.

J. There shall be a meal break of one (1/2) hour duration for Communications, meals to be taken while on duty.

K. White Collar Employees: The work week shall consist of five (5) consecutive eight (8) hour work days, Monday through Friday, 8:30 AM through 4:30 PM, including a one (1) hour unpaid meal period. (Seven (7) paid work hours per day.)

L. Custodian: The work week shall consist of five (5) consecutive eight (8) hour work day, Monday through Friday, 7:00 AM through 3:00 PM, including a one (1) hour unpaid meal period. (Seven (7) paid work hours per day.)

M. Vicki Bocelle: The work week shall consist of four (4) days per week, 8:30 AM through 4:30 PM, including a one (1) hour unpaid meal period. (Seven (7) paid work hours per day.)

## ARTICLE XI

### BARGAINING UNIT SECURITY

No supervisor, unless he/she is a member of the bargaining unit, shall normally perform the duties normally assigned to employees covered by this Agreement, except for the purpose of instruction, in case of emergency, in the absence of a bargaining unit member, or otherwise agreed to by the Union and the City.

**FINAL**

## ARTICLE XII

### HOLIDAYS

A. The following shall be recognized as paid Holidays for full-time employees:

1. New Year's Day
2. Martin Luther King Jr.'s Birthday
3. President's Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day
11. Friday after Thanksgiving
12. Christmas Day

**FINAL**

B. Holidays falling on Saturday shall be observed on the preceding Friday. Holidays falling on Sunday shall be observed on the following Monday.

C. Essential employees who work on any Holiday shall receive straight time for each hour worked, in addition to the regular Holiday pay, or, in the Employer's discretion; they shall receive an alternate day off.

D. A holiday falling on an employee's day off shall not be compensated for.

E. In order to receive holiday compensation, employees must work the day before the holiday (if scheduled), the holiday (if scheduled) and the day after the holiday (if scheduled). If an employee is scheduled to work on a holiday failure to do so shall also be grounds for disciplinary action.

F. Part-time employees will receive pro-rated time if scheduled to work.

## ARTICLE XIII

### VACATION LEAVE

A. All full-time employees covered by this Agreement shall be entitled to annual Vacation Leave as follows:

1. In the first (1<sup>st</sup>) calendar year of employment, one (1) per calendar month of employment, allocated at the conclusion of the probationary period.
2. Thereafter, one-hundred percent (100%) of annual vacation leave accrual is allocated on January 1 of each year.
3. After one (1) calendar year of service and through the fifth (5<sup>th</sup>) year of service: fifteen (15) working days per year.
4. After five (5) years of service and through the tenth (10<sup>th</sup>) year of service: eighteen (18) working days per year.
5. After ten (10) years of service and through the fifteenth (15<sup>th</sup>) year of service: twenty-one (21) working days per year.
6. After fifteen (15) years of service; twenty-four (24) working days per year.

B. Vacation Leave indicated in Section A above shall be based upon the number of work hours in a standard work day. **FINAL**

C. The awarding of vacation days on January 1 presumes continued service by an employee throughout the calendar year. Should an employee not complete the calendar year, the number of earned vacation days shall be considered as follows:

(1). Twelve (12) days:	1.00 day per month
(2). Fifteen (15) days:	1.25 days per month
(3). Eighteen (18) days:	1.50 days per month
(4). Twenty-one (21) days:	1.75 days per month
(5). Twenty-four (24) days:	2.00 days per month

D. In the event that an employee leaves his/her employment with the City and has used vacation time he/she has not earned for the calendar year, the employee shall owe the City for the time so used. The employee and the Union consent to reimbursement by payroll deduction from final pay.

- E. Vacation time cannot be taken in less than one-half day increments.
- F. Vacation allowance must be taken during the current calendar year at the time permitted unless, due to the request of the Employer, it is deferred to the following year.
- G. Scheduling of all vacations shall be at the discretion of the Employer. Employee preference and/or seniority rights will be honored to the extent that they do not interfere with the administration and/or operation of the Employer, in its discretion.

## **FINAL**

- H. Pay for vacation period consists of regular base pay only, excluding overtime and premium pay of any type.
- I. Procedural aspects of vacation scheduling shall be as determined by the Employer.
- J. Any vacation not taken by the end of the year shall be forfeited, unless the Employer requested the delay. In that event, the time may be taken later, or paid for at straight time, in the Employer's discretion.
- K. Part-time employees will receive pro-rated vacation time.

## ARTICLE XIV

### SICK LEAVE

A. Full-time employees shall accumulate sick leave on the basis of one (1) day per month of service during the first year of service to a total of twelve (12) days per year. Thereafter, such employees shall accumulate one and one quarter (1-1/4) days per month, to a total of fifteen (15) days per year. Sick leave may not be used in advance of its being earned.

B. Sick leave refers to the absence of an employee due to personal illness or accident. Sick leave not used shall accumulate from year to year to be used if needed.

C. The Employer may require proof of the need for sick leave or a physical examination whenever such requirement appears desirable, in its discretion.

D. Abuse of sick leave is grounds for disciplinary action. The Employer shall have the right to call and/or visit employees' homes in order to verify appropriate use of sick leave.

E. In the event of the absence of an employee, such employee shall notify the Employer at least twenty-four (24) hours prior to his/her scheduled shift. Such employee shall call prior to his scheduled shift for any day during which a sick day will be taken. If twenty-four (24) hours is not possible, a minimum of one (1) hour is required.

F. Failure to report absences properly shall be deemed grounds for refusal to grant sick leave and/or for disciplinary action.

G. Sick leave may be used in one-half (1/2) day or one (1) day blocks only.

H. Part-time employees will receive pro-rated sick time.

I. **Sick Leave Buyout:** An employee, upon retirement from the City through the Public Employees Retirement System, shall be entitled to be compensated for fifty (50%) of their accumulated Sick time up to a maximum of one hundred and eighty (180) days.

## ARTICLE XV

### PERSONAL LEAVE TIME

- A. One (1) personal day accrues on June 30 and one (1) accrues on December 30 for full time employees, but an employee may use these two (2) days as of January 1 based on the premise that the employee will work for the full calendar year. An employee who leaves the City's employment prior to the end of the calendar year will reimburse the City for days used and not earned.
- B. Employees hired during any calendar year will be given a pro-rata share of **FINAL**
- C. Personal Leave Time shall not accumulate from year to year but must be used in each calendar year. Upon separation of service, if an employee has utilized Personal Leave not yet earned, that employee shall be responsible to reimburse the employer for advance leave taken. The Union and Employee authorize reimbursement through payroll deduction.
- D. Personal Leave request must be submitted at least two weeks in advance, unless due to emergency, two weeks cannot be provided.
- E. Only full-time employees are entitled to personal leave.

## ARTICLE XVI

### LEAVES OF ABSENCE

#### A. Service Credit:

1. Service credit shall continue to accrue during periods of paid leave of absence under this Agreement but shall not accrue during any unpaid leave except as required by law. However, employees shall be entitled, upon return from unpaid leave, to all service credits earned prior to commencement of leave.

#### B. Unpaid Leave:

1. At the discretion of the Employer, any employee may be granted a leave of absence without pay that is not covered elsewhere in this Agreement.
2. Any employee on such unpaid leave of absence without pay, except military leave, does not accrue any leave or any other benefits. No payments will be made to any pension plan or health plan during such leave of absence, however, unless the employee agrees to bear the cost and such a practice is allowable under the current plans or applicable law.
3. Such leave of absence shall not exceed ninety (90) days in length, after which it may be reconsidered any requested extension may either be granted or denied.
4. Employees are required to notify the Employer of the anticipated date of return, as soon as such date is known to the employee, but in no event less than thirty (30) days prior to such date. Failure to return on such date without notice shall be considered a voluntary resignation.
5. The employer shall have the sole discretion in matters of leaves of absence and each decision shall be made on its own merits. Leave shall not be unreasonably denied.

#### C. Military Leave:

1. Military leave shall be in accordance with applicable law.

D. Medical and Family Care Leaves:

1. Under the Federal Family Medical Leave Act (FMLA) and/or the Family Leave Act (FLA), eligible employees are entitled to leave for twelve (12) weeks in a twelve (12) to twenty-four (24) month period for the birth or placement of a child; to care for a child, spouse or parent with a serious health condition; or, if they have worked for the Employer for a total of twelve (12) months and worked 1000 hours (1250 hours for the FMLA) in the immediately preceding twelve (12) months. A Serious health condition means an illness, injury, impairment or physical or mental condition which requires inpatient care in a hospital, hospice or residential care facility or continuing medical treatment or continuing supervision by a health care provider involving a period of incapacity.
2. This leave is unpaid, although paid leave may be used during an FMLA/FLA designated leave. The leave can be taken in single block of time, or under certain conditions; intermittently or on a reduced schedule. Medical benefits are maintained during a FMLA/FLA leave although an employee will have to continue to pay his/her share of premiums, if eligible.
3. The employee must provide advance notice of the need for an FMLA/FLA qualifying leave. If the need for leave is foreseeable, advance notice of thirty (30) days is required. Otherwise, notice must be given as soon as practicable. The employee has the obligation to provide sufficient information about the need for the leave to allow the employer to determine if the request qualifies as a FMLA/FLA leave. The Employer can, in allowable circumstances, require: a medical certification of a serious health condition, 2<sup>nd</sup> and 3<sup>rd</sup> opinions; re-certification on periodic basis; a statement of employee status and intention to return to work and a return to work certification. Failure to comply with notice or certification requirements can result in delay or denial of FMLA/FLA leave or the return of work.
4. The use of FMLA/FLA leave is governed by statute and regulations. The above is merely an overview of the various provisions of these laws.
5. At all times during all FMLA/FLA leave; the Employer may require the employee to utilize all or part of their paid leave as part of said leave.
6. Should the City, for any reason, not be covered by the FMLA/FLA statutes, then this Section (D-1-5.) shall be null and void.

E. Absence Without Leave:

Any unauthorized absence of an employee from duty shall be an Absence Without Leave and is cause for disciplinary action.

F. Jury Duty/Court Appearances:

1. Employees called for jury duty as certified by the clerk of the Court shall be granted leave with straight time pay less any compensation they may receive for attending required jury duty for a maximum of two (2) weeks per year. Employees must provide a copy of any check received from the Court for jury duty. **FINAL**
2. If an employee is required to serve on jury duty, such employee shall be required to notify the employer, in writing, at least two (2) weeks in advance, if possible, and to report for their regularly assigned work on the calendar day immediately following their final discharge from duty. If discharged from duty prior to the end of a workday, employees shall report for work for the duration of the workday.
3. If there is a change in the originally established jury duty leave, the employee must notify the Employer to make the necessary arrangements to return to work; otherwise the employee shall receive no pay from the Employer.
4. Employees shall cooperate with the Employer and report to work at all times possible during jury duty. The employer must be notified in advance any day that employees are not required to report for jury duty, and employees shall report to work on those days.
5. Jury duty on an unscheduled workday shall not be paid by the Employer.
6. Employees shall receive no pay from the Employer if they volunteer for jury duty.
7. Proof of jury service may be required by the Employer.

G. Bereavement Leave:

1. Bereavement leave shall be provided to all full-time employees for up to three (3) days per incident at the time of a death in the employee's immediate family as hereafter defined: employee's spouse, child, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law and mother-in-law.

2. Bereavement Leave shall not be cumulative and any such leave credit remaining unused by an employee at the end of the calendar year or upon separation from employment shall be cancelled. The Employer reserves the right to require proof of death.

**FINAL**

## ARTICLE XVII

### OVERTIME

- A. Employees who work more than forty (40) hours per week or eight (8) hours in any day shall be eligible for overtime pay. **FINAL**
- B. Overtime pay shall be at the rate of one and one-half (1 ½) the regular hourly rate of pay.
- C. To be eligible for overtime pay in all cases, the employee must work the entire forty hours in the week. Sick and vacation leave shall be included in the forty (40) hours of work.

ARTICLE XVIII

TRAVEL

A. Any employee required to use their personal vehicle to travel to different job locations or for training shall be entitled to the current Internal Revenue Service rate per mile traveled.

**FINAL**

## ARTICLE XIX

### CALL-IN

- A. Any employee who is called into work, in addition to his/her regularly scheduled shift shall be paid at the rate of one and one-half (1 ½ ) their regular rate of pay for all hours worked, with a minimum guarantee of three (3) hours. Call-in pay begins when the employee begins duty and ends when the work is finished or at the beginning of his/her scheduled work shift.  
**FINAL**
- B. The Employer reserves the right to require the employees to work for part or all of the guaranteed period.

## ARTICLE XX

### PERSONNEL PRACTICES

- A. Each new employee shall be given a copy of this Agreement, appropriate benefit material and afforded the opportunity of an orientation to assist the new employee with understanding the employer's operations and employment expectations.
- B. The employer will promote the concept of upward and lateral mobility and in house promotion with the bargaining unit. The employer will post all job vacancies and promotional opportunities within the bargaining unit on Union bulletin boards. Such postings shall be made in advance of the application closing dates and remain until such vacancy is filled. Qualified applicants who are members of this bargaining unit shall be considered for available vacancies before applicants who are not members of the ~~bargaining unit~~ ~~unit~~.
- C. Each employee shall be given the opportunity to review and copy the contents of his/her employee personnel file during the next business day following his/her written request to the Administrator. The Employer shall have the right to be present during the review and copying process.
- D. Employees shall have the right to respond to the subject of any documents in the employee's personnel file, within thirty (30) days of the employee's awareness of the document and have such response attached to the document.
- E. Upon resignation with two (2) weeks notice or discharge, employees shall receive all monies due by the second regular pay date following the last date worked.

## ARTICLE XXI

### GRIEVANCE PROCEDURE

#### A. Definitions:

1. The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of policies or administrative decisions affecting terms and conditions of employment or of the express terms of this Agreement; a grievance may be raised by an individual unit employee, a group unit employees, or the Union, at the request of any such individual or group (hereinafter referred to as the "grievant").

**FINAL**

#### B. Purpose:

1. The purpose of this grievance procedure is to secure an equitable solution to grievance as herein defined. The parties agree that the grievances should be resolved at the lowest possible administrative level. Therefore, no grievance shall bypass any step of the grievance procedure except as expressly provided herein and any failure to prosecute a grievance within the time period provided shall constitute an absolute bar to relief and shall stop the grievant from prosecuting his grievance in any forum thereafter. This grievance procedure constitutes the sole and exclusive method for raising and disposing of controversies with the definition of the term.

#### C. Procedure:

##### 1. Step One – Departmental Head

- a. A grievant must file his grievance in writing with the Department Head within five (5) days of the occurrence of the matter complained of. A copy shall be provided to the Shop Steward.
- b. The written grievance must identify the grievant by name (s) and be signed by him (them) and the Union. It must set forth a statement of the facts constituting the grievance, the approximate time and place of occurrence of facts leading to the grievance, the names of all Employer representatives whose action or failure to act forms the basis of the grievance, the names of all witnesses the grievant intends to present, and the specific contract provision (S), if any, forming the basis of the grievance, and must set forth the remedy sought by the grievant. Any written grievance failing to comport with the foregoing requirements shall be null and void, need not be processed by the Employer and shall constitute an

abandonment of the grievance. The matters and person specified and identified in a written grievance shall not be expanded upon or added to subsequent to its filing and the grievant shall be precluded from raising or presenting additional facts witnesses or contract provisions thereafter, except with the express written consent of the Employer.

- e. Once a grievance comporting with all the foregoing requirements is timely filed, the Department head shall investigate the grievance and render a written response, which shall be given to the grievant with ten (10) days from receipt of the grievance.

**FINAL**

2. Step Two -- City Administrator

- a. In the event the grievance is not resolved to the grievant's satisfaction at Step One, or in the event the Department Head has not served a timely written response at Step One, then within five (5) days after the response date set forth in Step One, the grievant may present the written grievance and any written response (s) received at Step One to the City Administrator. After receipt of the grievance by the City Administrator, the City Administrator shall have thirty (30) days after receipt of the grievance to respond in writing. With respect to all grievances relating to policies and working conditions not specifically expressed in this Agreement, the decision of the City Administrator shall be final and binding upon the parties.

3. Step Three - Arbitration

- a. With respect only to those grievances which allege the violation of specific and express terms of this agreement, if the Union is not satisfied with the Administrator's response, it may, within ten (10) days from receipt of the Administrator's response, submit the matter to the New Jersey Public Employment Relations Commission for the appointment of an Arbitrator.
- b. An arbitrator shall be selected by a panel of arbitrators provided by the Public Employment Relations Commission, in accordance with the Commission's rules.
- e. The decision and award of the arbitrator shall be final and binding upon the employer, the Union and the grievant or grievants to the extent permitted by law and the Agreement.

- d. The arbitrator may prescribe an appropriate back pay remedy when he/she finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement except that he/she may not make an award which exceeds the Employer's authority. The arbitrator shall have no authority to prescribe a monetary award as penalty for a violation of this Agreement.
- e. The arbitrator shall not have the power or authority to add to, subtract from or modify the provisions of this Agreement and shall confine his/her decision solely to the interpretation and application of this Agreement. He/she shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not submitted. The arbitrator shall not submit observations or declarations of opinions, which are not essential in reaching the determination. **FINAL**
- f. The costs of the arbitrator shall be borne equally by both parties. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the cost.
- g. The arbitrator shall, upon being selected, commence a hearing at a time and place convenient to the parties as soon as possible. The arbitrator shall issue his/her written decision within thirty (30) days of the close of the hearing.

## ARTICLE XXII

### SALARIES

A. All members of the bargaining unit shall receive the following salary increases:

Name	2009 Increase to Base Pay	2010 Increase to base pay	2011 Increase to Base pay
Carol Johnson	\$2,100	3%	3%
Nancy Pediconc	\$2,100	3%	3%
Loretta Knisel	\$1,700	3%	3%
Dave Condon	\$2,100	3%	3%
Vicki Bocellc	\$1,600	3%	3%
Lynne DeLeon	\$1,600	3%	3%
James Fogle	\$1,600	3%	3%
Jennifer Lyons	\$1,600	3%	3%
Rich Doherty	-0-	3%	3%
Cheric Daley	-0-	3%	3%
Vacant Dispatcher	-0-	3%	3%

## ARTICLE XXIII

### WORKER'S COMPENSATION

- A. If an employee covered under this Agreement is injured while on duty for the employer, that employee shall be entitled to benefits under the New Jersey Worker's Compensation Act (N.J.S.A. 34:15 et seq.)
- B. Where an employee covered under this Agreement experiences a work related illness or injury, the Employer shall continue the employee at full pay and benefits during such term of disability for a period of up to one (1) year. Any temporary disability compensation received during this time shall be paid over to the Employer. **FINAL**
- C. Any work incurred disability under this Article resulting in the loss of work time shall not be considered against any employee leave time, except appropriate waiting periods.
- D. Employees shall be entitled to receive medical treatment for work related disability during working hours without loss of pay or leave time if such treatment is not available at other times. This does not include rehabilitation or therapy after the injury.

## ARTICLE XXIV

### HEALTH INSURANCE

A. The City agrees to provide Health Insurance coverage during the lifetime of this Agreement for all full-time employees and the eligible members of their families in accordance with the State of New Jersey State Health Benefits Hospitalization Plan except as otherwise provided herein. **FINAL**

B. The City agrees to provide a prescription plan during the lifetime of this agreement to full-time employees and the eligible members of their families. The Plan will provide five (\$5.00) dollar co-pay.

C. The City reserves the right to change insurance carriers during the lifetime of this Agreement so long as comparable benefits are provided by the new carrier. The City shall notify the Union if such change in coverage is made. In any event, there shall be no interruption of medical benefits for the employees covered by this Agreement.

D. An employee shall have served a minimum of ninety (90) days of continuous service with the City of Absecon to be eligible for coverage in all instances.

E. If this coverage is provided by a contract of insurance, the liability of the City shall be limited to the terms of the contract.

F. Employees hired after January 1, 1996 shall, if they desire to have their eligible dependants covered pursuant to any program provided pursuant to this Article, pay, through payroll deduction, 40% of the cost of coverage.

G. Any former employee recalled from layoff after May 3, 1997 shall if they desire to have their eligible dependants covered pursuant to any program provided pursuant to this Article, pay, through payroll deduction, 40% of the cost of coverage.

H. Any employee hired after January 1, 1998, whether or not they were a former employee, shall, if they desire to have their eligible dependants covered pursuant to any program provided pursuant to this Article, pay, through payroll deduction, 50% of the cost of coverage.

I. Should the City exercise the rights specified under paragraph, F, G or H of this Article, the Union and the City agree to re-open negotiations concerning paragraph F, G or H of this Article only.

## ARTICLE XXV

### LONGEVITY

A. Longevity shall be included in the full-time employee's salary as follows:

After five (5) full years of continuous service \$400

After Ten (10) full years of continuous service \$800

After fifteen (15) full years of continuous service \$1,000

After twenty (20) full years of continuous service \$1,200

B. Notwithstanding paragraph "A", any full-time member of the bargaining unit who, as of the date of signing of this Agreement, is receiving longevity on a percentage basis, shall continue to receive longevity, in addition to his/her annual salary, according to the following schedule:

After five (5) full years of continuous service 3%

After ten (10) full years of continuous service 4%

After fifteen (15) full years of continuous service 5%

After twenty (20) full years of continuous service 6%

C. Longevity shall be paid incrementally of the year beginning the first full pay period after the employee's anniversary date.

## ARTICLE XXVI

### LAYOFF PROCEDURE

A. The Employer may layoff employees subject to the following conditions:

1. Employees shall be laid off on an inverted seniority basis within classification, so long as those employees not laid off are qualified, in the sole discretion of the Employer. 
2. In the event the Employer has a need to hire new City employees, employees laid off within the past six (6) months shall be recalled in inverse order of layoff, provided said employee has the ability and qualifications as determined in the sole discretion of the Employer.

## ARTICLE XXVII

### EDUCATION BENEFITS

A. A full-time employee may attend a job related seminar or training program provided he/she obtains the prior approval of the City Administrator. The City shall reimburse the employee for the following cost incurred in attending the approved course.

**FINAL**

1. Mileage at the prevailing rate, if the employee used his personal vehicle.
2. Lunch, if not included as part of the program.
3. The fee for the course.

ARTICLE XXVIII

HEALTH AND SAFETY

- A. The Employer agrees to make reasonable efforts to provide a healthy and safe working environment.
- B. The Union shall be permitted to make an appointment to any joint health and safety committee(s).
- C. The custodian shall receive a \$100 boot allowance once per year in January of each year.

**FINAL**

## ARTICLE XXIX

### LIABILITY INSURANCE

- A. The Employer agrees to cover all employees in this Agreement with Employee Performance Liability Insurance. **FINAL**
- B. The Employer's obligations under this Article shall not include representation in defense of disciplinary action instituted against an employee by the Employer.

ARTICLE XXX

NO-STRIKE CLAUSE

**FINAL**

- A. The Union covenants and agrees that during the term of this Agreement and during negotiations of a Successor Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of an employee from his position, or stoppage of work, or abstinence in whole or in part from the full, fair and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out or other job action (including picketing and/or lobbying) against the Employer or any of its employees. The Union agrees that such action would constitute a material breach of this Agreement.
- B. The Union agrees that it will take all reasonable actions to prevent its members from participating in a strike, work stoppage, slowdown or other activity aforementioned, including within twenty-four (24) hours of actions publicly disavowing the action, and advising the Employer, in writing, that the Union did not call for or sanction the action. The Union shall also notify the employees of this disapproval of the action and advise them, in writing, to immediately cease and return to work immediately.
- C. In the event of a strike, slowdown, walk-out or any other job action, it is covenanted and agreed that participation in such activity by any Union member shall be deemed grounds for disciplinary action, including termination of employment of such employee or employees.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for an injunction or damages, or both, in the event of such breach by the Union or any of its members.

## ARTICLE XXXI

### FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been the subject of negotiations. **FINAL**

B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

C. The Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive all bargaining rights, and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any matter or subject not specifically referred to or covered in this Agreement even though each subject or matter may not have been within the knowledge or contemplation of either both parties at the time they negotiated or signed this Agreement.

D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

## ARTICLE XXXII

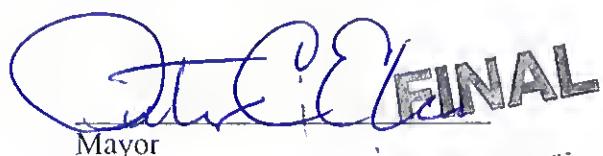
### EFFECT OF LEGISLATION-SEPARABILITY

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect, and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this agreement is in contravention of the laws or regulations of the United States or of the State of New Jersey, such provision shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect; but all other provisions of this agreement shall continue in full force and effect.

### ENDORSEMENTS

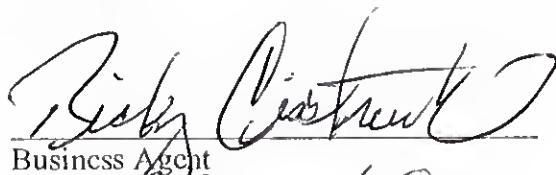
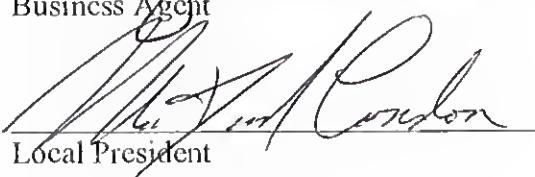
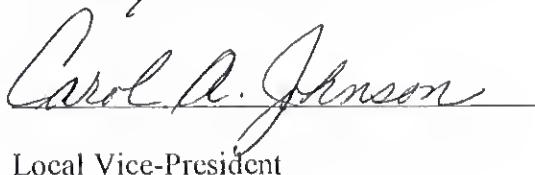
In WITNESS THEREOF, the parties have affixed their hands and seals this  
07<sup>th</sup> day of January, 2009 and agree to be bound and abide by all terms and  
conditions as set forth herein:

FOR THE CITY OF ABSECON:

  
Steve E. Final  
Mayor

Carrie L. Gove, RMC  
Municipal Clerk

FOR THE GOVERNMENT WORKERS  
UNION:

  
David Z. Tuck  
President  
Ricky Castrovilli  
Business Agent  
M. J. Condon  
Local President  
Carol A. Johnson  
Local Vice-President